

**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

STATE HISTORIC PRESERVATION DIVISION
601 KAMOKILA BOULEVARD, ROOM 555
KAPOLEI, HAWAII 96707

September 17, 2009

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, HI

Land Board Members:

SUBJECT: REQUEST APPROVAL TO AUTHORIZE THE CHAIRPERSON TO SIGN A CONTRACT WITH KAUAI COUNTY FOR THEIR CERTIFIED LOCAL GOVERNMENT PROGRAM TO UNDERTAKE HISTORIC PRESERVATION PROJECTS ON KAUAI AND TO DELEGATE AUTHORITY TO THE CHAIRPERSON TO SIGN ALL FUTURE CERTIFIED LOCAL GOVERNMENT GRANT CONTRACTS.

This submittal requests the Board to authorize the Chairperson to sign a contract with Kauai County allowing the County's certified local government program to undertake historic preservation projects on Kauai pursuant to the terms outlined below and subject to the approval by the Department of the Attorney General.

BACKGROUND:

The State of Hawaii, Department of Land and Natural Resources receives an annual grant from the National Park Services to assist in expanding and accelerating historic preservation activities in the State. In 2009 the grant amount is \$538,629. As a part of the grant requirements each state must pass 10% of the grant through to the CLG program. The Certified Local Government is a program to encourage local preservation activities and is a partnership between the Federal, State and local (county) governments.

In Hawaii there are two recognized CLG programs, one on Maui and the other on Kauai. Because there are only two programs, the state annually alternates the grant funds between the two counties. Last year (2008) the funds were given to Maui County for updating its inventory of historic resources. This year the funds are slated to go to Kauai.

Proposed Scope of Work.

ITEM I-1

Kauai will receive \$58,863, which it will match on a 60% (FED), 40% (COUNTY) basis to do the following work:

- Archaeological Inventory Survey of a 1.5 acre parcel of state land adjacent to Poipu Beach Park
- Prepare National Register nomination papers for the entire Poipu Beach Park
- Develop a Kauai Historic Preservation Review Commission Web site
- Develop a process to identify and document prominent buildings which meet the 50-year historic building criteria
- Provide training opportunities for the Kauai Historic Preservation Review commissioners.
- Purchase reference materials

All work must be completed by September 30, 2010.

The contract needs to be signed by September 30, 2009 in order for the State to retain the pass-through amount from the feds.

Kauai County has signed off on the contract.

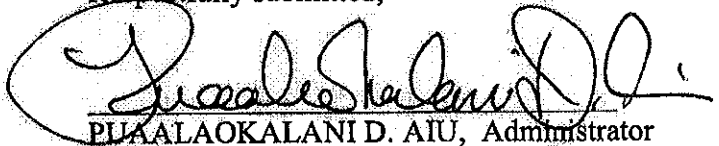
DISCUSSION

The State Historic Preservation Division staff strongly recommends the board authorize the Chairperson to sign a contract with Kauai County to provide it with funds to undertake the historic preservation activities outlined above. Staff also recommends that the board delegate authority to the Chair to sign future CLG agreements.

RECOMMENDATION


That the Board authorize the chair to sign a contract with Kauai county for their Certified Local Government program to undertake historic preservation projects on Kauai and to delegate authority to the chair to sign all future Certified Local Government contracts.

Respectfully submitted,



PIAALAOKALANI D. AIU, Administrator

APPROVED FOR SUBMITTAL



LAURA H. THIELEN, Chairperson
Department of Land and Natural Resources

Attachments: Historic Preservation Grant-in-Aid Contract
Project Notification Approval

**HISTORIC PRESERVATION GRANTS-IN-AID
(NATIONAL HISTORIC PRESERVATION ACT OF 1966)**

GRANT AGREEMENT NO. HP-_____

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources and the State Historic Preservation Officer, hereinafter referred to as the "STATE," and COUNTY OF KAUAI DEPARTMENT OF PLANNING, whose business address is 4444 Rice Street, Suite 473, Lihue, Hawaii 96766, hereinafter referred to as the "SUB GRANTEE,"

WITNESSETH

WHEREAS, the National Historic Preservation Act of 1966, Public Law 89-663, 89th Congress, 80 Stat. 915, as amended, was enacted by the Congress of the United States of America to stimulate the preservation of historic properties and establish a program of matching grants-in-aid to States for up to SIXTY (60%) PERCENT of the total public or private cost of expanding and accelerating their Historic Preservation Program and activities, and acquiring or developing properties that are significant in American history, architecture, archaeology, or culture; and

WHEREAS, the Governor of Hawaii has appointed a State Historic Preservation Officer to implement and administer the National Historic Preservation Act of 1966 in Hawaii; and

WHEREAS, the SUB GRANTEE'S Project Application for historic preservation grants-in-aid financial assistance to administer the Certified Local Government program for the County of Kauai in retaining consultants to prepare the necessary documentation and forms to nominate the Kauai County Poipu Beach Park Mauika Archaeological Preserve to the State/Federal Registers and assist in the development of a community educational and cultural stewardship program for this historic resource; develop a County Historic Preservation Commission web site to enhance the County's effort to educate the public and promote historic preservation on Kauai; up-date the County's Historic Resource Listing and nominate resources to the Registers; and provide training for the Preservation Review commission members and staff through participation at conferences/seminars, workshops, meetings and the purchase of reference/resource material;

NOW, THEREFORE, in consideration of certain promises and agreements contained herein, the STATE and the SUB GRANTEE agree as follows:

Definitions

- a. The term "Chairperson" as used herein means the Chairperson of the Board of Land and Natural Resources.

- b. The term "Department" as used herein means the Department of Land and Natural Resources, Historic Preservation Division.
- c. The term "SHPO" as used herein means the State Historic Preservation Office.
- d. The term "Manual" as used herein means the Historic Preservation Fund Grants Manual and any subsequent revisions thereto.
- e. The term "Service" as used herein means the National Park Service, United States Department of Interior, or its duly designated representatives.

2. Scope of Work

The SUB-GRANTEE shall, in a proper and satisfactory manner as determined by the STATE, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

3. Budget

The SUB-GRANTEE shall, in a proper and satisfactory manner as determined by the STATE, provide a line-item budget of each service provided set forth in Attachment 1, which is hereby made a part of this Agreement.

The SUB-GRANTEE's Project Application and Budget and any revisions thereto, as approved by the STATE, is hereby incorporated by this reference and made a part of this Agreement and is hereinafter referred to as the "approved project Application" or the "Project".

4. Progress Schedule

- a. The services required of the SUB-GRANTEE under this Agreement shall be performed and completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.
- b. Interim progress reports shall include updated programmatic and financial information and be provided to the STATE by June 30, 2009, and with every request for compensation and payment.
- c. Submission of final reports/products shall meet the approval of the STATE and shall include a comparison of completed activities and budget to those in the approved Project Agreement.

5. Manual

The SUB-GRANTEE shall comply with the policies and procedure set forth in the Manual, including compliance with the applicable Secretary of Interior Standards for Archaeology and

Historic Preservation. Acknowledgement of NPS support for any publication or documents intended for public circulation produced as a part of the project should be stated. Said Manual is hereby incorporated by this reference and made part of this Agreement. Additionally, Circulars A-122 (or A-87), A-102 (or A-110), and A-128 (or A-133), as appropriate, will be followed and is hereby incorporated by this reference. All of said references are on file in the office of the Department.

6. Grant

Subject to the receipt of Federal funds, the STATE shall transfer to the SUB-GRANTEE on a reimbursable and/or other permitted basis, a sum of money for up to SIXTY (60%) PERCENT of the allowable costs as provided in the Manual; such sum shall not exceed the grand total amount of FIFTY THREE THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS. When the STATE by prior agreement advances funds, the SUB-GRANTEE shall deposit said sum or portions thereof in a separate account in SUB-GRANTEE'S treasury. Said account shall reflect only the receipt of the funds from the STATE and interest thereon, if any and expenditures pursuant to the approved Project. The funds shall be devoted to and used only for the purpose for which the grant funds were approved and no other uses shall be permitted except with prior written approval of the STATE.

7. Method of Payment

- a. The SUB-GRANTEE shall be compensated for services rendered and costs incurred under this Agreement according to the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.
- b. The following provisions are applicable to this grant.
 - (1) The STATE shall transfer to the SUB-GRANTEE the consideration set forth in Paragraph 6 hereof, in ONE (1) installment upon satisfactory completion of work performance documented in billing statements of acceptable form received and approved by the STATE as a condition precedent, if on a reimbursable basis, and as a condition subsequent, if on other permitted basis. The STATE may withhold payment if, in the judgment of the SHPO, products do not conform to the terms of the sub grant or do not meet the appropriate Secretary's Standards. SUB-GRANTEE shall submit Federal and nonfederal share supporting documentation and evidence of competitive procurement requirements for professional services and subcontracts prior to reimbursement.
 - (2) TEN (10%) PERCENT of the consideration set forth in Paragraph 6 hereof may be withheld by the STATE until it so determines the Project work to be satisfactorily completed. The amount to be withheld shall be prorated equally over each periodic installment and will cover, so far as practicable, any amounts or materials the SUB-

GRANTEE may owe to the STATE upon the completion of the Project. The balance of the amount withheld not needed to cover debts owed by the STATE will thereafter be transferred to the SUB-GRANTEE.

8. Project Execution

a. The SUB-GRANTEE shall execute and complete the Project in accordance with a schedule set forth in Paragraph 4 hereof, and in a professional manner in accordance with standards established by the STATE and the Service. All during the performance of the Agreement, the SUB-GRANTEE shall comply with rules and requirements of Title VI of the Civil Rights Act 1964 and Section 504 of the Rehabilitation Act 1973.

b. Except where prior written permission has been granted by the STATE, contracts for the Project work shall meet the requirements of contract for Project work in the Manual and the following:

(1) The SUB-GRANTEE shall require in construction contracts that each of its contractors and subcontractors employed in the completion of the Project comply with all applicable Federal, State, and local laws, and in particular the following Federal laws, Executive Orders, and regulations issued there under:

A. The Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give any part of the compensation to which he is otherwise entitled. This provision shall apply to this Project.

B. Lobbying (18 USC 1913)

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation but this shall not prevent officers or employees of the United States or its Department or agencies from communication to members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

(2) The SUB GRANTEE shall incorporate, or cause to be incorporated into all contracts in excess of TEN THOUSAND (\$10,000.00) DOLLARS the following provisions. All during the performance of this Agreement, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or physical handicap. The Contractor will take affirmative action to ensure qualified applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will comply with the rules and requirements of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, a copy of which is on file in the office of the Department, SHPO, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contract will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- F. The contractor will furnish all information and report required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's non-compliance with the non-discrimination clauses of this Agreement or with any such rules, regulations, or orders this Agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

H. The contractor will include the provisions of Paragraphs (2) A through (2) F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(3) The SUB-GRANTEE shall incorporate or cause to be incorporated into all negotiated contracts in excess of TEN THOUSAND (\$10,000) DOLLARS the following provisions:

The STATE, Service, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three (3) years after final payment and after pending matters such as federally required audit is completed. Lack of such documents may be cause to disallow otherwise allowable costs.

(4) The SUB-GRANTEE shall incorporate or cause to be incorporated into all contracts in excess of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS the following provision:

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Clean Water Act, Executive Order No. 11738, and Environmental Protection Agency (EPA) regulations, which prohibits the use of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the STATE and Regional Office of the EPA.

(5) The SUB-GRANTEE shall incorporate or cause to be incorporated into all contracts notice of:

- A. The contractor's agreement to comply with requirements and regulations pertaining to reporting and patent rights under any contract involving research, development, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of, or under, contract, including those pertaining to copyrights and rights of data.
- B. The contractor's recognition of mandatory standards and policies relating to energy efficiency, which are contained in the Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

(6) The SUB-GRANTEE shall:

- A. Comply with the above provisions in contract work carried out by itself;
- B. Assist and cooperate actively with the STATE and Service in obtaining the compliance of contractors and subcontractors with the above contract provisions and with applicable rules, regulations, and relevant orders;
- C. Obtain and furnish to the STATE and Service such information as they may require for the supervision of such compliance;
- D. Enforce the obligation of contractors and subcontractors under such provisions, rules and regulations and others;
- E. Carry out sanctions and penalties of violations of such obligations; and
- F. Refrain from entering into any contract with a contractor debarred from government contracts.

- (7) Any publication wholly or partially funded under the terms of this Agreement shall include the following acknowledgement, disclaimer, and non-discrimination statements:

"This (type of publication) has been financed (in part or in full) with Federal funds from the National Park Service, Department of Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of Interior, nor does the mention of trade names or commercial products, constitute endorsement or recommendation by the Department of Interior." (*If there are no commercial products then that part of then part of the statement can be omitted) "This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she have been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Office for Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

(8) Allowable and Unallowable Costs

- a. SUB-GRANTEE shall comply with Circular A-122 or Circular A-87, as appropriate, and use the circular in conjunction with the Manual to determine the full range of allowable and unallowable costs. Cost items not provided for in the approved Project Application under Major Work Elements which is to be considered as an allowable cost, must be treated as an amendment.
- b. Questionable issues should be referred to the STATE for determination in writing prior to commencing work. However, if upon final audit by the STATE, Service, or the General Accounting Office, specific unallowable costs are determined which theretofore have been deemed to be allowable, the SUB-GRANTEE shall be held responsible for the repayment of funds received for such unallowable costs.

(9) Project Administration

- a. The SUB-GRANTEE shall promptly prepare and submit in duplicate such reports as the STATE may request. Completion Reports are mandatory. Progress photographs must accompany Development project Completion Reports.
- b. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the STATE, the Service, and their authorized representatives, upon request, to ensure progress in accordance with Project standards including a final inspection upon completion of the Project.
- c. The SUB-GRANTEE shall retain procurement documentation, including evidence of competitive negotiation or bidding regarding contract solicitations, description of the method of publicizing the solicitations, received solicitation responses, method and justification of contractor selection, bid tabulation, abstract of bids or proposals, negotiation of fair and reasonable prices, type of contract awarded, signed and dated contract, satisfactory completion of contract, contract specifications, and other types of documentation, including STATE approval of amendments, SUB-GRANTEE notifications of any adverse conditions affecting the project scope, budget or timetable, etc. A file copy of the above documentation shall be provided to the STATE by the SUB-GRANTEE.

(10) Termination of Project

No Project financed with funds from this program shall be terminated by the SUB-GRANTEE prior to satisfactory completion without the prior written approval of the STATE and Service. Request for premature termination must explain fully the reasons for the action and detail the proposed disposition of the incomplete Project. The STATE and the Service hereby reserve the right to terminate this grant agreement when it judges that the SUB-GRANTEE has failed to comply with the grant agreement, program policies, or the clear intent of the Historic Preservation Act that the grant funds shall be expended within a reasonable period following obligation.

- a. Failure by the SUB-GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if, in the judgment of the STATE, such failures were due to no fault of the SUB-GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations, not unallowable costs, properly incurred shall be eligible for assistance under this agreement when approved by the Service.

(11) Financial Records

- a. The SUB-GRANTEE shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the STATE, the Service, and the Comptroller General of the United States for auditing and other purposes at reasonable times. Such accounts, documents, and records shall be retained by the SUB-GRANTEE for three (3) years following Project termination and a final audit on the Project conducted.
- b. The SUB-GRANTEE may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in office of Management and Budget Circular A-102 or A-110, as appropriate.
- c. The SUB-GRANTEE shall comply with all requirements under the Single Audit Act of 1984 and the requirements of Circular A-128.
- d. The SUB-GRANTEE shall establish a separate ledger account for this grant and said grant account shall be identified by the number assigned to the grant by the STATE.
- e. Where applicable, all expenditures will be segregated by Work Elements described in the approved Project Application.

(12) Conflict of Interest

- a. No official or employee of the SUB-GRANTEE who is authorized in his official capacity to negotiate, make, accept, or approve a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
- b. No person performing services for the SUB-CONTRACT in connection with this project shall have a financial or other personal interest other than his employment in any contract or subcontract in connection with this Project. No officer or employee of such person retained by the SUB-GRANTEE.
- c. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.

d. The SUB-GRANTEE shall be responsible for enforcing the above conflict of interest provisions.

(13) Independent Performance

The SUB-GRANTEE, its officers, agents or employees acting in the performance of this Agreement are not officers, agents or employees of the STATE.

(14) Hold Harmless

Subject to applicable State and County law and requirements, the SUB-GRANTEE shall indemnify, defend, and hold harmless the STATE and Service from all suits, actions, damages, and costs arising from errors, omissions, or willful or negligent acts of the SUB-GRANTEE, its employees and agents in the performance of this Agreement.

(15) Waiver

It is expressly understood and agreed that no waiver granted by the STATE or the Service on account of the violation of any covenant, term, or condition of this agreement shall constitute or be construed in any manner as to be a waiver of the covenant, term, or condition or the right to enforce the same as to any other or further violation.

(16) Amendments

The Agreement (including but not limited to the approved scope of work, products, budget and performance/reporting milestones) cannot be changed without prior written consent from SHPO. Any modification or amendment is by mutual consent only provided that it be in writing, executed by the parties hereto and approved by the State Historic Preservation Officer and, as applicable, by the Service.

(17) Compliance With Laws

That the SUB-GRANTEE shall comply with all applicable statutes, ordinances, rules and regulations of the Federal, State, and County governments.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

STATE OF HAWAII

By _____
LAURA H. THIELEN
Chairperson and Member

COUNTY OF KAUAI

By _____
Bernard P. Carvalho, Jr.
Mayor

By _____
Wallace G. Rezentes, Jr.
Director of Finance

APPROVED AS TO FORM:

DEPUTY ATTORNEY GENERAL

APPROVED AS TO FORM AND LEGALITY:

DEPUTY COUNTY ATTORNEY
COUNTY OF KAUAI

APPROVAL RECOMMENDED:

Ian K. Costa
Planning Director

ATTACHMENT 1

Scope of Work & Budget

Funding allocated to the County of Kauai by this contract will support the Certified Local Government Program and the Kauai County Historic Preservation Review Commission. The funding will support the following projects insofar as it is understood that the activities will be accomplished and the specific provisions adhered to:

The following projects are proposed for the upcoming fiscal year ending September 30, 2010 and the amounts shown reflect the FEDERAL SHARE.

1. Project Description: Poipu Beach Park Mauka Archaeological Preserve.

Phase II

\$15,000.00 (fixed price)

The County of Kauai owns approximately 10 acres of undeveloped land adjacent to the parking lot of the highly used Poipu Beach Park on the south shore of Kauai. This undeveloped site is rich in archaeological resources which have been preserved in place due to fairly dense overgrowth of shrub vegetation.

In order to better recognize and preserve this historic site, the County of Kauai retained the services of a professional archaeological consultant utilizing a prior CLG grant to initiate Phase I of the project which entailed the preparation of an archaeological survey which included the following:

- An archaeological inventory survey and significance evaluation in accordance with State guidelines and reporting formats
- Identify preliminary mitigation measures to address issues such as but not limited to burial plans, interim clearing, buffer zones, signage, security measures and maintenance)

Phase II of this project entails an archaeological survey of an adjoining parcel (just under 1.5 acres) owned by the State of Hawaii, the preparation of the necessary forms/documentation and establishment of boundaries of this overall site for nomination to the State/Federal Registers, offer community educational outreach information workshops, assist in the execution of a stewardship agreement for community cultural participation, and provide technical and project implementation assistance to County/State agencies with oversight of the resource.

2. Kauai Historic Preservation Review Commission Web Site \$2,000 (fixed price)

Develop a web site integrated into the County Planning Department's site depicting the KHPRC/historic preservation program, pertinent inventory data and associated links such as the State of Hawaii Historic Preservation Program. This will enhance the County's effort to educate the public and promote historic preservation on Kauai.

3. Up-Date Inventory of County Historic Resources Listing \$29,875 (fixed price)

The County of Kauai conducted a limited historic resource inventory up date in 1998 which focused primarily on buildings and structures. Since then, more buildings will have met the 50 year old criteria for being considered historic and some buildings may have lost integrity or have been demolished. Because of the limited funds available, this project proposes to retain the services of a historic preservation architectural consultant to develop a process to identify and document prominent buildings which now meet the 50 year criteria and also focus on residential type structures which are currently under represented. If feasible, fieldwork to systematically verify the integrity of the listed historic resources could be included as well as performing conditional evaluations, preservation documentation and draft nomination forms targeting at least five selected eligible resources.

4. Training \$6,330

To provide training opportunities for KHPRC Commissioners and staff to attend workshops and conferences such as those sponsored by the Hawaii Congress of Planning Officials, Historic Hawaii Foundation, Society for Hawaiian Archaeology, the National Trust's Annual Conference and the Department of Land & Natural Resources. These funds will also be used to invite speakers and experts in selected fields of historic preservation to conduct workshops on Kauai for training purposes.

Airfare for two to attend two, two & 1/2 day workshops (4 RTs x \$180 = \$720)

Per diem for above (4 X 2.5 days X \$130 = \$1,300)

Car Rental (1 car X 2 trips X 3 days X \$35 = \$210)

Registration (4X \$300 = \$1,200)

Total--Two and a half day workshops: \$3,430

Airfare for two to attend 4 one day workshops (8 RTs X \$180 = \$1440)

Per diem for above (8 X 1 day X \$20 = \$160)

Car Rental (4 X \$35 = \$140)

Registration (8X \$100 = \$800)

Total—One day workshops: \$2,540

Airfare for two instate speakers to conduct work shops
on Kauai (2 X \$180 = \$360)

Total--Speakers \$360

5 Reference & Misc. Materials \$ 658

This includes expenses for reference materials and subscriptions from historic preservation organizations and computer and photographic supplies to upkeep historic resource inventory data and facilitate project reviews

The overall grant matching amount will be fulfilled with in-kind services as follows:

Projected total FEDERAL grant allocation for above projects: \$53,863

Projected County in-kind match to support above projects \$58,970
and CLG program for 2 year grant period

DESCRIPTION	Two Year Grant Period 2008-09, 2009-10
PLANNING DEPARTMENT STAFFING	
Planning Department Clerical Approximately 769 hours per/yr x \$15.60 per hour x 2 yrs	\$ 24,000.00
Planning Department Administrative Approximately 236 hours per/yr x \$27.49 per hour x 2 yrs	\$ 13,000.00
HISTORIC COMMISSION	
Volunteer Hours Approximately 3 hours per meeting x \$30.00 Per hour x 9 Commissioners x 24 meetings	\$ 19,000.00
Mileage Paid by County Approximately 225 miles per meeting x .55 per mile x 24 meetings	\$ 2,970.00
	\$ 58,970.00

ATTACHEMNT 2

TIME SCHEDULE

Commencement date for all projects funded under the AGREEMENT is the contract execution date. All work is to be completed by September 30, 2010.

ATTACHEMNT 3

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this AGREEMENT, the STATE agrees to pay the SUB-GRANTEE the total sum of up to, but not to exceed Fifty Three Thousand Eight Hundred Sixty Three Dollars (\$53,863.00), to be paid herein, for the full and faithful performance of all the services to be performed under the terms and conditions of this AGREEMENT.



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

H36(2256)

JUL 14 2009

Puaalaokalani Aiu, Administrator
Hawaii Department of Land and Natural Resources
State Historic Preservation Division
601 Kamokila Boulevard, Room 555
Kapolei, HI 96707

Re: Grant Number 15-09-21817

Dear Ms. Aiu:

We have reviewed the Project Notification for the project listed below and determined that it is in compliance with the *Historic Preservation Fund Grants Manual*.

- ◆ Kauai Archaeological Inventory Survey of Poipu Beach Park Mauka - Phase II; Historic Preservation Review Commission Website Development; Update of Inventory of County Historic Resources Listings; and CLG Training.

If you have any questions concerning this letter please contact Ginger Carter of my staff at 202-513-7233 or ginger_carter@nps.gov. Enclosed is the signed Environmental Certification for the project notification.

Sincerely,

Hampton Tucker
Chief, Historic Preservation Grants Division

Enclosure

2009 JUL 17 P 1:38

RECEIVED
HISTORIC PRES. DIV.
DEPT. OF LAND &
NATURAL RESOURCES